

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmation of Total Assignment of Security Interest in Intellectual Property Collateral

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Societe Generale		05/26/2009	CORPORATION: FRANCE

## RECEIVING PARTY DATA

Name:	Sumitomo Mitsui Banking Corporation
Street Address:	277 Park Avenue
Internal Address:	New York Branch
City:	New York
State/Country:	NEW YORK
Postal Code:	10172
Entity Type:	CORPORATION: JAPAN

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2879838	CRASH THE NET
Registration Number:	2134610	ICEBURGH
Registration Number:	2136006	
Registration Number:	2061339	ICE TIME
Registration Number:	2040741	PENS' STREET PALS
Registration Number:	1918647	
Registration Number:	2635538	
Registration Number:	1601443	
Registration Number:	2521438	
Registration Number:	875830	
Registration Number:	2674878	
Registration Number:	2521439	PITTSBURGH PENGUINS
Registration Number:	875829	PENGUINS

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TRADEMARK  
 REEL: 004010 FRAME: 0322

Registration Number:	3153343	PENGUINS UNIVERSITY
Registration Number:	2686468	PENSVISION
Registration Number:	3065223	THE X GENERATION
Registration Number:	3442971	STUDENT RUSH
Serial Number:	78944190	PITTSBURGH FIRST
Serial Number:	78944185	PITTSBURGH FIRST
Serial Number:	78944193	PITTSBURGH FIRST

#### CORRESPONDENCE DATA

Fax Number: (202)408-3141

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	045231-10
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NAME OF SUBMITTER:	Jean Paterson
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Signature:	/Jean Paterson/
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Date:	06/24/2009
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#### Total Attachments: 9

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**CONFIRMATION OF TOTAL ASSIGNMENT OF SECURITY INTERESTS IN  
INTELLECTUAL PROPERTY COLLATERAL**

WHEREAS, SOCIÉTÉ GÉNÉRALE ("SG"), as the initial secured party, SUMITOMO MITSUI BANKING CORPORATION ("SMBC"), as the successor secured party, and PITTSBURGH PENGUINS LP, as grantor (the "Grantor"), wish to confirm that SMBC has succeeded to all of SG's rights and status as secured party under the Credit Agreement and the Security Agreement (each as defined below), and any other operative documents related to the Credit Agreement and the Security Agreement to which SG was party, and that any and all interests in the Intellectual Property Collateral (as defined below) previously held by SG have been fully assigned to SMBC; and

WHEREAS, a Credit Agreement (the "Credit Agreement") was entered into as of October 17, 2007 by and among the Grantor, various lenders party thereto (collectively, the "Lenders"), and SG, as administrative agent, under the terms of which the Grantor assumed certain obligations to the Lenders and SG; and

WHEREAS, in connection with the Credit Agreement, the Grantor and SG entered into a Security Agreement dated as of October 17, 2007 (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined); and

WHEREAS, pursuant and at all times subject to the Security Agreement, the Grantor granted to SG and any successor thereto, a security interest in all right, title and interest of the Grantor in and to (a) all of the Grantor's present and future registered copyrights and copyright registrations, including the Grantor's registered copyrights and copyright registrations listed in Schedule 1 to this Confirmation, applications for copyright registrations and copyrights that are not registered in the United States Copyright Office including, without limitation, derivative works (collectively, the "US Copyrights"), and any and all royalties, payments, and other amounts payable to the Grantor in connection with the US Copyrights, together with all renewals and extensions of the US Copyrights, the right to recover for all past, present, and future infringements of the US Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the US Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto; (b) all of the Grantor's right, title and interest in and to any and all present and future license agreements with respect to the US Copyrights; (c) all present and future accounts and other rights to payment arising from, in connection with or relating to the US Copyrights; and (d) all cash and non-cash proceeds of any and all of the foregoing (collectively, the "US Copyrights Collateral"), to secure the payment and performance of the Obligations; and

WHEREAS, pursuant and at all times subject to the Security Agreement, the Grantor granted to SG and any successor thereto, a security interest in all right, title and interest of the Grantor in and to (a) all trademarks, trade names, trade styles and service marks registered in the United States Patent and Trademark Office (the "US Trademarks"), and the goodwill of the business symbolized by the US Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, including those listed on Schedule 2 hereto, all Trademark Licenses and (b) all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "US Trademarks Collateral"), to secure the payment and performance of the Obligations; and

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WHEREAS, pursuant and at all times subject to the Security Agreement, the Grantor granted to SG and any successor thereto, a security interest in all right, title and interest of the Grantor in and to (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the Canadian Trade-marks Office, in any similar office or agency of Canada, or any Province or Territory thereof, and all extensions or renewals thereof, including those listed on Schedule 3 hereto, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill (the "Canadian Trademarks Collateral", and together with the US Copyrights Collateral and the US Trademarks Collateral, the "Intellectual Property Collateral"), to secure the payment and performance of the Obligations; and

WHEREAS, (a) SG assigned its commitments and loans under the Credit Agreement to SMBC pursuant to an Assignment and Acceptance dated as of September 8, 2008 and (b) SG resigned as, and SMBC was appointed as, administrative agent under the Credit Agreement, collateral agent under the Security Agreement (and as administrative agent or collateral agent, as applicable, under any other operative documents related to the Credit Agreement or Security Agreement to which such agent is a party) pursuant to approval granted by the Lenders as of September 8, 2008 and the required consent of the National Hockey League by letter dated September 15, 2008.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and SG do hereby further confirm, and put on the public record, that SMBC has succeeded to all of SG's rights and status under the Credit Agreement, the Security Agreement and each other operative document executed in connection with the Credit Agreement or Security Agreement, including, but not limited to, SG's status as secured party of record for or in any of the Intellectual Property Collateral. To the extent it has not already done so, SG does thus hereby release and discharge any security interest held by it in the Intellectual Property Collateral and consent to the total assignment to SMBC of any such security interest in any of the Intellectual Property Collateral.

Each of the provisions of this Confirmation and the Loan Documents (as defined in the Credit Agreement) shall be subject to the provisions of the NHL Consent Letter (as defined in the Credit Agreement), which the Grantor and each of the Lenders have accepted as reasonable and appropriate. Without limiting the generality of the preceding sentence, the Collateral Agent shall not exercise, enforce or attempt to exercise or enforce any of its rights or remedies under this Confirmation or any of the Loan Documents except in accordance with and subject to the NHL Consent Letter. Each of the Lenders shall be deemed irrevocably to authorize the Administrative Agent to execute, deliver and perform on its behalf the NHL Consent Letter and all amendments, modifications, extensions, waivers and other acts in connection with the NHL Consent Letter as the Administrative Agent shall deem appropriate, and all third parties shall be entitled to rely on the Administrative Agent's taking of any such action or execution of any such document as conclusive evidence of its authority to do so on behalf of each Lender. In the event of any inconsistency or conflict between any term of provision of this Confirmation or any Loan Document and the terms and provisions of the NHL Consent Letter, the terms and provisions of the NHL Consent Letter shall control.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have executed this Confirmation Of Total Assignment Of Security Interests In Intellectual Property Collateral this 26 day of MAY, 2009.

**SOCIÉTÉ GÉNÉRALE**

By: 

Name:

Title: **Powell Robinson, III**  
**Managing Director**

*[Signatures continue on following page.]*

[Penguins - Confirmation of Total Assignment of Security Interests in Intellectual Property Collateral]

**SUMITOMO MITSUBANKING  
CORPORATION**

By: 

Name: Masakazu Hasegawa  
Title: General Manager

*[Signatures continue on following page.]*

[Penguins - Confirmation of Total Assignment of Security Interests in Intellectual Property Collateral]

PITTSBURGH PENGUINS, LP

By PITTSBURGH PENGUINS, LLC, its sole general partner

By: T. E. Williams

Name: Travis E. Williams

Title: Sr. Vice President, Business Affairs / General Counsel

[Penguins - Confirmation of Total Assignment of Security Interests in Intellectual Property Collateral]

**Schedule 1 – US Copyrights**

Item No.	Title	Registration No.
1	Design of a penguin holding a hockey stick	VA-628-568
2	Design of a man on roller blades holding a hockey stick	VA-629-403
3	Untitled	VA-514-439
4	Design of a Bee	VA-629-375

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**Schedule 2 – US Trademarks**

Item No.	Mark	Status	Serial No./ Reg. No.	Filing Date/ Reg. Date
1	CRASH THE NET	Registered	2,879,838	8/31/04
2	ICEBURGH	Renewed - 2/08/08	2,134,610	2/3/98
3	Design (Iceburgh Logo)	Renewed - 2/14/08	2,136,006	2/10/98
4	ICE TIME	Renewed - 5/13/07	2,061,339	5/13/97
5	PENS' STREET PALS	Renewed - 2/25/07	2,040,741	2/25/97
6	Design (Penguin head and triangle)	Renewed - 9/12/05	1,918,647	9/12/95
7	Design (Penguin head and triangle)	Registered	2,635,538	10/15/02
8	Design (Sterroidal penguin)	Renewed - 6/12/00	1,601,443	6/12/90
9	Design (Penguin w/stick down in triangle)	Registered	2,521,438	12/25/01
10	Design (Penguin w/stick up in triangle)	Renewed - 8/26/89	875,830	8/26/69
11	Design (Penguin w/stick down in triangle)	Registered	2,674,878	1/14/03
12	PITTSBURGH PENGUINS	Registered	2,521,439	12/25/01
13	PENGUINS	Renewed - 8/26/89	875,829	8/26/69
14	PENGUINS UNIVERSITY	Registered	3,153,343	10/10/06
15	PENSVISION	Registered	2,686,468	2/11/03
16	THE X GENERATION & Design	Registered	3,065,223	3/7/06
17	PITTSBURGH FIRST & Design	Abandoned - 4/24/08	78/944,190	8/3/06
18	PITTSBURGH FIRST & Design	Abandoned - 3/19/08	78/944,185	8/3/06
19	PITTSBURGH FIRST & Design	Abandoned - 3/19/08	78/944,193	8/3/06
20	STUDENT RUSH	Registered	3,442,971	6/3/08

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**Schedule 3 – Canadian Trademarks**

Item No.	Mark	Status	Appl. No./ Reg. No.	Filing Date/ Reg. Date
1	Design (Penguin w/stick down in triangle)	Renewed – 8/12/03	TMA343,734	8/12/88
2	Design (Penguin w/stick down in triangle)	Renewed – 7/5/00	TMA304,458	7/5/85
3	PENGUINS	Renewed – 1/8/03	TMA336,128	1/8/88
4	PENGUINS	Renewed – 8/12/03	TMA343,803	8/12/88
5	PITTSBURGH PENGUINS	Renewed – 8/21/00	TMA170,640	8/21/70
6	PITTSBURGH PENGUINS & Design (circular logo)	Renewed – 4/23/01	TMA175,653	4/23/71
7	Design (Penguin head with triangle)	Registered	TMA421,532	12/24/93
8	Design (Penguin with stick down in triangle)	Registered	TMA597,188	12/11/03
9	STUDENT RUSH	Pending	1,333,029	1/29/07

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